

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme Megaport Limited

ACN/ARSN ACN 607 301 959

1. Details of substantial holder (1)

Name Bevan Andrew Slattery

ACN/ARSN (if applicable)

There was a change in the interests of the substantial holder on

14/03/2019

The previous notice was given to the company on

21/03/2018

The previous notice was dated

21/03/2018

2. Previous and present voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	26,462,607	23.0%	21,462,607	18.03%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
14/03/2019	Bevan Andrew Slattery	Reduction in voting power as a result of the disposal by Mr Slattery of 5,000,000 fully paid ordinary shares pursuant to a block trade agreement dated 13 March 2019, a copy of which is attached as Annexure A.	\$20,000,000	5,000,000 fully paid ordinary shares	5,000,000

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Bevan Andrew Slattery	Bevan Andrew Slattery	Bevan Andrew Slattery	Registered holder (section 608(1))	21,337,607 fully paid ordinary shares	21,337,607
Bevan Andrew Slattery	Jodie Ann Slattery	Jodie Ann Slattery	Holds power to exercise voting rights and/or dispose of shares (sections 608(1)(b) & (c))	125,000 fully paid ordinary shares	125,000

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	N/A

6. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Bevan Andrew Slattery	14 Church Street, Fortitude Valley, Queensland 4006
Jodie Ann Slattery	14 Church Street, Fortitude Valley, Queensland 4006

Signature

print name Bevan Andrew Slattery

capacity N/A

sign here

date 14/03/2019

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included on any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".
- (9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.



**Royal Bank of Canada, operating as RBC
Capital Markets**

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2 Park Street
Sydney NSW 2000
Telephone: +61 2 9033 3000



Morgans Corporate Limited

ABN 32 010 539 607
Level 29, 123 Eagle St
Brisbane QLD 4000

Telephone: +61 7 3334 4888

Private and confidential

13 March 2019

Mr Bevan Slattery
Level 17
333 Ann Street
Brisbane 4000
Queensland

Dear Sir

Sale of Securities in Megaport Limited

1. Introduction

This agreement sets out the terms and conditions upon which Mr Bevan Slattery of Level 17, 333 Ann Street, Brisbane 4000, Queensland (**Vendor**) engages Royal Bank of Canada (trading as RBC Capital Markets) (ABN 86 076 940 880) (**RBC**) and Morgans Corporate Limited (ABN 32 010 539 607) (**Morgans**) (each a **Lead Manager** and together the **Lead Managers**) to dispose of 5,000,000 existing fully paid ordinary shares in Megaport Limited (ACN 607 301 959) (**Company**) held by the Vendor (**Sale Securities**) (**Sale**) and the Lead Managers agree to jointly manage the sale of the Sale Securities and to severally underwrite in their Respective Proportions the Sale in accordance with the terms of this agreement.

The Sale will be conducted in accordance with the timetable attached hereto as Schedule 1 (**Timetable**).

2. Sale of securities

2.1 Sale

The Vendor agrees to sell the Sale Securities and the Lead Managers, each either itself or through an Affiliate (as defined in clause 10.5), agree to:

- (a) jointly manage the sale of the Sale Securities by procuring purchasers for the Sale Securities at the price of A\$4.00 per Sale Security (**Sale Price**). Purchasers may include the related companies and Affiliates of a Lead Manager and may be determined by the Lead Managers in their discretion; and
- (b) in their Respective Proportions, severally underwrite and guarantee the sale of the Sale Securities by purchasing at the Sale Price per Sale Security the Sale Securities which have not been purchased by third party purchasers (or the Lead

Managers' respective related bodies corporate or Affiliates) in accordance with clause 2.1(a) as at 10.00 am on the Trade Date specified in the Timetable in Schedule 1 (or such other time as the parties agree in writing) (**Balance Securities**),

in accordance with the terms of this agreement.

2.2 Sale and Settlement Date

The Lead Managers shall procure that the sale of the Sale Securities under clause 2.1 shall be effected on the Trade Date (as specified in the Timetable in Schedule 1) by way of one or more special crossings (in accordance with the ASX Operating Rules) at the Sale Price, with settlement to follow on a T+3 basis in accordance with the ASX Settlement Operating Rules (**Settlement Date**).

2.3 Sale Securities

Subject to clause 8, by 3.00pm on the Settlement Date, the Lead Managers shall arrange for the payment to the Vendor, in their Respective Proportions, of an amount equal to:

- (a) the Sale Price multiplied by the number of Sale Securities sold under clause 2.1(a); and
- (b) the Sale Price multiplied by the number of Balance Securities under clause 2.1(b),

less any fees payable under clause 3 by transfer to such bank account(s) as may be notified by the Vendor for value (in cleared funds) against delivery of the Sale Securities.

2.4 Timetable

The Lead Managers must conduct the Sale in accordance with the Timetable set out in Schedule 1 (unless the Vendor consents in writing to a variation).

2.5 Account Opening

On the date of this agreement each Lead Manager or its nominated Affiliate will (where relevant) open an account in the name of the Vendor in accordance with its usual practice, and do all such things necessary to enable it to act as Lead Manager to sell the Sale Securities in accordance with this agreement.

2.6 Manner of Sale

- (a) **Exempt investors.** The Lead Managers will conduct the Sale and will only seek to offer the Sale Securities:
 - (i) in Australia by way of an offer which does not require disclosure under Part 6D of the Corporations Act to persons whom they reasonably believe to be "sophisticated investors", "experienced investors" or "professional investors" (within the meaning of section 708(8), 708(10) and 708(11) of the Corporations Act, respectively); or
 - (ii) outside of Australia to investors to whom they reasonably believe an offer can lawfully be made under all applicable laws, and to whom the Sale Securities can lawfully be sold under all applicable laws without the need for any registration, lodgement, approval or other formality
- (in either case, "**Permitted Investors**").

- (b) **U.S. offer restrictions.** For the purposes of U.S. federal securities laws, the parties to this agreement acknowledge and agree as follows:
- (i) the Sale Securities have not been, and will not be, registered under the U.S. Securities Act of 1933 (the **U.S. Securities Act**);
 - (ii) the Sale Securities may only be offered and sold to persons:
 - A. outside the United States (as defined in Rule 902(l) under the U.S. Securities Act) in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in compliance with Regulation S under the U.S. Securities Act (**Regulation S**); or
 - B. in the United States that are either:
 - 1) "institutional accredited investors" (**IAIs**) (as defined under Rule 501(a) (1), (2), (3) or (7) of the U.S. Securities Act); or
 - 2) dealers or other professional fiduciaries organised, incorporated or (if an individual) resident in the United States that are acting for an account (other than an estate or trust) held for the benefit or account of persons that are not **U.S. Persons** (as defined in Rule 902(k) of Regulation S) for which they have and are exercising investment discretion, within the meaning of Rule 902(k)(2)(i) of Regulation S (**Eligible US Fund Managers**).
- (c) **Confirmation letter.** The Lead Managers agree that they will only sell the Sale Securities to persons specified in clause 2.6(b)(ii) that execute a letter on or prior to the Settlement Date in the form agreed in writing by the Vendor and the Lead Managers (and as may be amended by mutual agreement in writing, such agreement not to be unreasonably withheld or delayed) (**Confirmation Letter**).

3. Fees and costs

- (a) In consideration of performing its obligations under this agreement the Lead Managers shall be entitled to such fees as the parties agree.
- (b) The Vendor will bear the Vendor's own legal costs (if any) in connection with this agreement and the transactions contemplated by it and agrees to reimburse the Lead Managers for all reasonable out-of-pocket expenses incurred in connection with the Sale, including, without limitation, the fees and disbursements of its legal advisers (capped at A\$5,000 (excluding GST and disbursements)).

4. Representations and Warranties

4.1 Representations and warranties by Vendor

As at the date of this agreement and on each day until and including the Settlement Date, the Vendor represents and warrants to the Lead Managers that each of the following statements is true, accurate and not misleading:

- (a) (**body corporate**) if it is a body corporate, it is a body corporate validly existing and duly established under the laws of its place of incorporation;

- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;
- (d) **(agreement effective)** this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) **(ownership, encumbrances)** it is the registered holder and sole legal owner of the Sale Securities and will transfer the full legal and beneficial ownership of those Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to registration of the transferee(s) in the register of shareholders of the Company;
- (f) **(information)** all information provided by the Vendor to the Lead Managers in relation to the Sale, the Sale Securities and the Company is true and correct in all material respects and not misleading or deceptive in any material respect whether by omission or otherwise;
- (g) **(Sale Securities)** following sale by it, the Sale Securities will rank equally in all respects with all other outstanding ordinary shares of the Company, including in respect of an entitlement to dividends;
- (h) **(quotation)** the Sale Securities are quoted on the financial market operated by the ASX;
- (i) **(no inside information)** at the time of execution of this agreement by the Vendor, other than information relating to the Sale and other information disclosed, or to be disclosed, to the ASX on the date that the Company seeks a trading halt immediately after the execution of this agreement, the Vendor is not in possession of any non-public information or information which is not generally available which, if it were generally available, a reasonable person would expect to have a material effect on the price or value of the Sale Securities or other securities in the Company and the sale of the Sale Securities will not constitute a violation by it of Division 3 of Part 7.10 of the Corporations Act;
- (j) **(Cleansing statement)** following the issue of cleansing notices as contemplated by clause 5.1 of this agreement, the Sale Securities may be offered for sale on the financial market operated by ASX without disclosure to investors under Part 6D.2 or Part 7.9 of the Corporations Act;
- (k) **(Excluded information)** the Vendor is not aware of any "excluded information" in respect of the Company within the meaning of sections 708A(7) and (8) of the Corporations Act;
- (l) **(Vendor's purpose)** the Vendor's purpose in undertaking the Sale is to realise the value of its investment in the Sale Securities and the Vendor's purpose does not include the purpose of the purchaser:
 - (i) selling or transferring the Sale Securities; or
 - (ii) granting, issuing or transferring interests in, or options or warrants over, the Sale Securities;

- (m) **(power to sell)** it has the corporate authority and power to sell the Sale Securities under this agreement and no person has a conflicting right, whether contingent or otherwise, to purchase or to be offered for purchase the Sale Securities;
- (n) **(breach of law)** the Vendor will not, in connection with the Sale of the Sale Securities or the transactions the subject of this agreement, commit, be involved in or acquiesce in any activity which breaches its constitution, the Corporations Act, the FATA or any other applicable law, the applicable ASX Listing Rules or any applicable legally binding requirement of the Australian Securities and Investments Commission;
- (o) **(wholesale client)** it is a "wholesale client" within the meaning of section 761G of the Corporations Act;
- (p) **(no stabilisation or manipulation)** neither the Vendor nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law;
- (q) **(with respect to U.S. securities law):**
 - (i) **(U.S. offer restrictions)** it acknowledges and agrees that the offer and sale of the Sale Securities have not been, and will not be, registered under the U.S. Securities Act and that the Sale Securities may only be offered or sold:
 - A. outside the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in accordance with Regulation S; or
 - B. within the United States either to:
 - 1) IAs; or
 - 2) Eligible US Fund Managers in reliance on Regulation S.
 - (ii) **(no general solicitation)** neither it, its Affiliates, nor any person acting on behalf of any of them has solicited offers for or offered to sell or sold, and will not solicit offers for or offer to sell or sell, the Sale Securities in the United States by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act;
 - (iii) **(no integrated offers)** none of the Vendor nor any of its Affiliates, or any person acting on behalf of any of them (other than the Lead Managers or their respective Affiliates or any person acting on behalf of any of the, as to whom the Vendor makes no representation), has offered or sold, or will offer or sell, in the United States, any security that could be integrated with the sale of the Sale Securities in a manner that would require the offer and sale of the Sale Securities to be registered under the US Securities Act;
 - (iv) **(no directed selling efforts)** with respect to those Sale Securities sold in reliance on Regulation S, none of the Vendor, any of its Affiliates, or any person acting on behalf of any of them (other than the Lead Managers or their respective Affiliates or any person acting on behalf of

any of them, as to whom it makes no representation) has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act); and

- (v) **(registration)** to the best of the Vendor's knowledge, the Company has not taken, and will not take, any action that would require a public offer or registration of the Sale Securities in any jurisdiction outside Australia.
- (r) **(OFAC)** neither the Vendor nor to the best of its knowledge, after due enquiry any director, officer, agent, employee or Affiliate or other person acting on behalf of the Vendor is currently subject to any sanctions administered or enforced by the Office of Foreign Assets Control of the US Department of the Treasury, the United Nations Security Council, Her Majesty's Treasury, the European Union or any of its Member States, or other relevant sanctions authority (**Sanctions**), or located, organised or resident in a country or territory that is the subject of Sanctions; and the Vendor will not directly or indirectly use the proceeds of the Sale, or lend, contribute or otherwise make available these proceeds to any subsidiary, joint venture partner or other person or entity, to fund or facilitate any activities of any person or entity or in any country or territory that is subject to any Sanctions, or in any other manner that will result in a violation of Sanctions by any person participating in the Sale (whether as a Lead Manager, placing agent, investor, adviser or otherwise);
- (s) **(anti-money laundering)** the operations of the Vendor are and have been conducted at all times in compliance with all financial record keeping and reporting requirements imposed by law or regulation and in compliance with the money laundering and proceeds of crime statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency (collectively, the **Money Laundering Laws**) to the extent that they apply to the Vendor and no action, suit or proceeding by or before any court or government agency, authority or body or any arbitrator involving the Vendor or any of its Affiliates with respect to the Money Laundering Laws is pending or threatened; and
- (t) **(no bribery)** neither the Vendor or, to the best of its knowledge after due enquiry any director, officer, employee, Affiliate or other person acting on behalf of the Vendor has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, or (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, in each case, in violation of any Applicable Law, including, but not limited to the United States Foreign Corrupt Practices Act of 1977 if it is applicable.

4.2 Representations and warranties of Lead Managers

As at the date of this agreement and on each day until and including the Settlement Date, each Lead Manager represents to the Vendor that each of the following statements is correct:

- (a) **(body corporate)** it is a body corporate validly existing and duly established and duly incorporated under the laws of its place of incorporation;
- (b) **(capacity)** it has full legal capacity and power to enter into this agreement and to carry out the transactions that this agreement contemplates;
- (c) **(authority)** it has taken, or will have taken by the time required, all corporate action that is necessary or desirable to authorise its entry into this agreement and its carrying out of the transactions that this agreement contemplates;

- (d) **(licences)** it holds all licences, permits and authorities necessary for it to fulfil its obligations under this agreement;
- (e) **(agreement effective)** this agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (f) **(no directed selling efforts)** with respect to those Sale Securities sold in reliance on Regulation S, none of it, its Affiliates nor any person acting on behalf of any of them has engaged or will engage in any "directed selling efforts" (as that term is defined in Rule 902(c) under the U.S. Securities Act);
- (g) **(no general solicitation)** neither it, its Affiliates, nor any person acting on behalf of any of them has solicited offers for or offered to sell or sold, and will not solicit offers for or offer to sell or sell, the Sale Securities in the United States by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) under the U.S. Securities Act or in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (h) **(U.S. offer restrictions)** it acknowledges and agrees that the offer and sale of the Sale Securities have not been, and will not be, registered under the U.S. Securities Act and that the Sale Securities may only be offered or sold:
 - (i) outside the United States in "offshore transactions" (as defined in Rule 902(h) under the U.S. Securities Act) in accordance with Regulation S; or
 - (ii) within the United States either to:
 - A. IAs; or
 - B. Eligible US Fund Managers in reliance on Regulation S.
- (i) **(accredited investor)** it is an institutional "accredited investor" (within the meaning of Rule 501(a) (1), (2), (3) or (7) under the US Securities Act or it is not a U.S. Person (as defined in Regulation S); and
- (j) **(no stabilisation or manipulation)** neither it nor any of its Affiliates has taken or will take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in the stabilisation or manipulation of the price of the Sale Securities in violation of any applicable law.

4.3 Reliance

Each party giving a representation and warranty to another party acknowledges that the other party has relied on the above representations and warranties in entering into this agreement and will continue to rely on these representations and warranties in performing their obligations under this agreement. The representations and warranties continue in full force and effect notwithstanding completion of this agreement.

4.4 Notification

Each party agrees that it will tell the other parties immediately upon becoming aware of any of the following occurring prior to the completion of the sale of the Sale Securities:

- (a) any material change affecting any of the foregoing representations and warranties; or

- (b) any of the foregoing representations or warranties becoming materially untrue or materially incorrect.

4.5 Disclosure to potential purchasers

The Vendor authorises the Lead Managers to notify potential purchasers of the representations and warranties contained in clause 4.1 and the undertakings in clause 5, and also authorises the Lead Managers to disclose the identity of the Vendor to potential purchasers.

5. Undertakings

5.1 Cleansing Notice

The Vendor must, and must procure that the Company does, give to ASX a cleansing statement pursuant to section 708A(5)(e)(ii) of the Corporations Act (as amended by ASIC Corporations (Sale Offers by Controllers) Instrument 2016/81) in respect of the sale of the Sale Securities, by 8:30 am on the date the Bookbuild opens (as specified in the Timetable in Schedule 1).

5.2 Moratorium

- (a) The Vendor represents, warrants and undertakes that it will not, for a period of 90 calendar days from the date of this agreement (**Escrow Period**), Deal in all or any of the fully paid ordinary shares held by it in the Company (**Remaining Securities**) at the time of settlement of the Sale of the Sale Securities pursuant to this agreement, excluding:
 - (i) transactions in order to satisfy demand from eligible shareholders under a Company initiated dividend or distribution reinvestment plan;
 - (ii) a repurchase (whether by buy-back, reduction of capital or other means) of Remaining Securities by the Company;
 - (iii) any acceptance by the Vendor of a takeover offer for the Company in accordance with Chapter 6 of the Corporations Act or transfer pursuant to a scheme of arrangement under Part 5.1 of the Corporations Act;
 - (iv) a sale, transfer or disposal to a third party where it is a condition of the sale that the third party announce an intention to acquire, or propose a transaction to acquire, greater than 50% of the ordinary shares of the Company; or
 - (v) a sale, transfer or disposal to an Affiliate of the Vendor that is subject to a representation, warranty or undertaking on substantially the same terms as this clause 5.2 in respect of the Remaining Securities sold, transferred or disposed. For the avoidance of doubt, any agreement by the Affiliate will be in respect of the Escrow Period.
- (b) Each party to this agreement acknowledges that the representation, warranty and undertaking in clause 5.2(a) is not intended to and does not give the Lead Managers any power to dispose of, or control the disposal of, the Remaining Securities and to the extent that the Lead Managers would otherwise have a relevant interest in the Remaining Securities (as that term is defined in section 608 of the Corporations Act), a breach of the representation, warranty and undertaking those circumstances will only give rise to a right to damages and the parties acknowledge that, in such circumstances, damages are an adequate remedy for a breach of the representation, warranty and undertaking.

- (c) Each party to this agreement acknowledges that the representation, warranty and undertaking in clause 5.2(a) has been provided to only address the financial consequences of the Vendor disposing of, or dealing with, any Remaining Securities held by it. Each party to this agreement acknowledges that the Lead Manager is not entitled to a remedy of specific performance for a breach of the representation, warranty and undertaking in clause 5.2(a). For the purposes of this clause 5.2, "**Deal**" in respect of the "Remaining Securities" means:
- (i) sell, assign, transfer or otherwise dispose of;
 - (ii) agree to offer to sell, assign, transfer or otherwise dispose of;
 - (iii) enter into any option which, if exercised (whether such exercise is subject to conditions or otherwise), enables or requires the Vendor to sell, assign, transfer or otherwise dispose of; or
 - (iv) decrease or agree to decrease an economic interest in,
- the Remaining Securities.

6. Indemnity

- 6.1** The Vendor agrees with the Lead Managers that it will keep the Lead Managers and their respective Related Bodies Corporate (as that term is defined in the Corporations Act), and each of their respective directors, officers and employees (**Indemnified Parties**) indemnified against any losses, damages, liabilities, costs, claims, actions and demands (including any reasonable expenses arising in connection therewith) (**Losses**) to the extent that such Losses are incurred in connection with the Sale or as a result of a breach of this agreement by it, including any breach of any of the above representations, warranties or undertakings given by it, and will reimburse each Lead Manager for all out of pocket costs, charges and expenses which it may reasonably pay or incur in connection with investigating, disputing or defending any such action, demand or claim for which it (or another Indemnified Party associated with it) is indemnified under this agreement.
- 6.2** The indemnity in clause 6.1 does not extend to and is not to be taken as an indemnity against any Losses of an Indemnified Party to the extent any Losses have resulted from:
- (a) any fraud, recklessness, wilful misconduct or gross negligence of that Indemnified Party (or another Indemnified Party associated with it); or
 - (b) any amount in respect of which the indemnity would be illegal, void or unenforceable under any applicable law.
- 6.3** Each Lead Manager shall not, and shall each procure that any Indemnified Party associated with it, shall not make any admission of liability or settlement of any proceedings, action, demand or claim in respect of which the Indemnity in clause 6.1 may apply, without the prior written consent of the Vendor (such consent not to be unreasonably withheld or delayed). The Vendor shall not make any admission of liability or settlement of any proceedings, action, demand or claim in respect of which the indemnity in clause 6.1 may apply, without the prior written consent of the Lead Managers (such consent not to be unreasonably withheld or delayed).
- 6.4** The indemnity in clause 6.1 is a continuing obligation, separate and independent from the other obligations of the parties under this agreement and survives termination or completion of this agreement. It is not necessary for the Lead Managers to incur expense or make payment before enforcing that indemnity.

- 6.5** Each Lead Manager enters into the provisions of this clause 6 for itself and as agent of the other Indemnified Parties associated with it who are not a party to this agreement and, accordingly, accepts the full benefit of this clause 6 on behalf of those Indemnified Parties. For the avoidance of doubt, the parties agree that this agreement is enforceable by any Indemnified Party regardless of whether it is party to the agreement or not, and as if each Indemnified Party had been the beneficiary of a deed poll to evidence this. However, only the Lead Manager may take actual steps to enforce the rights of any of their respective Indemnified Parties under this agreement (and only it may decide the terms of that enforcement). The Lead Managers may enter into any agreement with any person and deal with their rights under this clause 6 without regard to the interests of any of its respective Indemnified Parties.
- 6.6** Notwithstanding the limitations to the indemnity set out in clause 6.2, such limitations will not apply in respect of any claims under US federal or state law, to the extent that such claims arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any ASX announcement, or in any public information or any information otherwise provided to one or more investors (either specifically or generally) by, or with the approval of, the Vendor in connection with the Sale or otherwise, or arise out of or are based upon the omission or alleged omission of a material fact necessary in order to make the statements therein, taken together with lodgings the Company has made with the ASX as a whole, in light of the circumstances under which they were made, not misleading.

7. Announcements

The Vendor and the Lead Managers will consult each other in respect of any material public releases by any of them concerning the sale of the Sale Securities. The prior written consent of the Vendor must be obtained prior to the Lead Managers making any release or announcement or engaging in publicity in relation to the Sale prior to the Settlement Date and such release, announcement or engagement must be in compliance with all applicable laws, including the securities laws of Australia, the United States and any other applicable jurisdiction.

8. Event of termination

8.1 Right of termination

If, at any time during the period commencing on execution of this agreement and ending on 10.00am on the Trade Date any of the following events occur, then a Lead Manager may terminate this agreement without cost or liability to itself by giving written notice to the Vendor and the other Lead Manager:

- (a) **(ASX actions)** ASX does any of the following:
 - (i) announces or makes a statement to any person that the Company will be removed from the official list of ASX or securities in the same class as the Sale Securities will be suspended from quotation;
 - (ii) removes the Company from the official list of ASX; or
 - (iii) suspends the trading of same class of securities as the Sale Securities for any period of time other than any trading halt made in accordance with the Timetable or otherwise with the agreement of the Lead Managers;
- (b) **(ASIC inquiry into Sale)** ASIC issues or threatens to issue proceedings in relation to the Sale or commences, or threatens to commence any inquiry in relation to the Sale;

- (c) **(breach)** the Vendor is in default of any of the terms and conditions of this agreement or breaches any representation, warranty or undertaking given or made by it under this agreement;
- (d) **(Banking moratorium)** a general moratorium on commercial banking activities in Australia, the United States, Singapore, Hong Kong or the United Kingdom is declared by the relevant central banking authority in any of those countries, or there is a material disruption in commercial banking or security settlement or clearance services in any of those countries;
- (e) **(Change in laws)** there is introduced, or there is a public announcement of a proposal to introduce, into the Parliament of the Commonwealth of Australia or any State or Territory of Australia a new law, or the Government of Australia, any State or Territory of Australia, or any Minister or other government authority in Australia or any State or Territory of Australia, adopts or announces a proposal to adopt a new policy (other than a law or policy which has been announced before the date of this agreement);
- (f) **(Markets)** trading in all securities quoted or listed on ASX, the Hong Kong Stock Exchange, the London Stock Exchange, the Singapore Stock Exchange or the New York Stock Exchange is suspended or there is a material limitation of trading in those exchanges; or
- (g) **(Hostilities)** there is an outbreak or major escalation of hostilities in any part of the world, whether war has been declared or not, involving any one or more of Australia, the United States of America, Japan, New Zealand, Singapore, a member state of the European Union or the People's Republic of China, or a significant act or acts of terrorism is perpetrated against any of those nations anywhere in the world.

8.2 Materiality

No event listed in clauses 8.1(c), 8.1(d), 8.1(e), 8.1(f) or 8.1(g) entitles a Lead Manager to exercise its termination rights unless, in the bona fide opinion of the Lead Manager, it:

- (a) has, or would reasonably be expected to have, a material adverse effect on:
 - (i) the willingness of persons to purchase the Sale Securities; or
 - (ii) the price at which ordinary shares in the Company are sold on the ASX; or
- (b) would reasonably be expected to give rise to a liability of that Lead Manager under the Corporations Act or any other applicable law.

8.3 Effect of termination

Any rights or powers of a Lead Manager to terminate this agreement may be exercised severally. Where, in accordance with this clause 8, a Lead Manager terminates its obligations under this agreement (the **Terminating Lead Manager**):

- (a) the obligations of the Terminating Lead Manager under this agreement immediately end;
- (b) any entitlements of the Terminating Lead Manager accrued under this agreement, including the right for it (or an Indemnified Party associated with it) to be indemnified, up to the date of termination survive; and

- (c) the remaining Lead Manager (**Remaining Lead Manager**) may elect to take up the rights and obligations of the Terminating Lead Manager under this agreement. Notice of any election by the Remaining Lead Manager under this clause 8.3(c) must be given to the Vendor by the earlier of:
- (i) 6.00pm on the date that is two Business Day after the termination by the Terminating Lead Manager; and
 - (ii) 6.00pm on the Business Day immediately preceding the Settlement Date.

If the Remaining Lead Manager fails to give notice by the time required under clause 8.3(c), it will be treated as having also terminated its obligations under this agreement. If the Remaining Lead Manager elects to take up the rights and obligations of the Terminating Lead Manager, the Vendor must (subject to the terms of this agreement) pay to the Remaining Lead Manager the fees that would have been payable under clause 3 to the Terminating Lead Manager if it had not exercised its right of termination (and the Respective Proportion of the Remaining Lead Manager shall become 100%).

This agreement will automatically terminate if the Lead Managers terminate the Placement Agreement entered into between the Company and the Lead Managers.

Clauses 3, 6, 7, 8.3, 9 and 10 will survive termination of this agreement.

9. Relationship between the Lead Managers

Where the consent or approval of the Lead Managers is required under this agreement, that consent or approval must be obtained from both Lead Managers. When the Lead Managers have any joint rights or powers under this agreement, those rights or powers must be exercised with the agreement of both Lead Managers.

Nothing in this agreement constitutes the Lead Managers as partners. Neither Lead Manager (except as provided in this agreement) is an agent of the other. Neither Lead Manager has any authority to bind the other. The rights and obligations of the Lead Managers under this agreement are several and not joint or joint and several, and neither Lead Manager is liable for the default of the other.

Neither Lead Manager will be liable for any losses arising out of the actions taken or advice given by the other. In addition, the rights of a Lead Manager and the Indemnified Parties associated with that Lead Manager under the indemnity in clause 6 will in no way be affected by the actions taken or alleged to have been taken, or advice given by, the other Lead Manager.

10. Miscellaneous

10.1 Entire agreement

This agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that matter.

10.2 Governing law

This agreement, except clause 6.6 of this agreement which is governed by the laws of the State of New York, is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, and waives any right to claim that those courts are an inconvenient forum.

10.3 No assignment

No party may assign its rights or obligations under this agreement without the prior written consent of the other parties.

10.4 Notices

Any notice, approval, consent, agreement, waiver or other communication in connection with this agreement must be in writing.

10.5 Affiliates

In this agreement the term "Affiliates" means any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a person; "control" (including the terms "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or activities of a person, whether through the ownership of securities by contract or agency or otherwise and the term "person" is deemed to include a partnership.

10.6 Business Day

In this agreement "Business Day" means a day on which:

- (a) ASX is open for trading in securities; and
- (b) banks are open for general banking business in Sydney, Australia.

10.7 Respective Proportion

In this agreement "Respective Proportion" means:

- (a) 60% for RBC; and
- (b) 40% for Morgans.

10.8 Interpretation

In this agreement:

- (a) headings and sub-headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- (c) a reference to "dollars" and "\$" is to Australian currency;
- (d) a reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, severally and not jointly and severally; and
- (e) all references to time are to Sydney, New South Wales, Australia time.

10.9 Severability

Any provision of this agreement which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That will

not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

10.10 Waiver and variation

A provision of or right vested under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver, or
- (b) varied except in writing signed by the parties.

10.11 No merger

The rights and obligations of the parties will not merge on the termination or expiration of this agreement. Any provision of this agreement remaining to be performed or observed by a party, or having effect after the termination of this agreement for whatever reason remains in full force and effect and is binding on that party.

10.12 Counterparts

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one agreement.

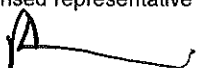

10.13 Acknowledgement

The Vendor acknowledges that:

- (a) a Lead Manager is not obliged to disclose to a Vendor or utilise for the benefit of the Vendor, any non-public information which that Lead Manager obtains in the normal course of its business where such disclosure or use would result in a breach of any obligation of confidentiality or any internal Chinese wall policies of that Lead Manager;
- (b) without prejudice to any claim the Vendor may have against the Lead Managers, no proceedings may be taken against any director, officer, employee or agent of a Lead Manager in respect of any claim that the Vendor may have against that Lead Manager; and
- (c) it is contracting with the Lead Managers on an arm's length basis to provide the services described in this agreement and neither Lead Manager has and is assuming any duties or obligations (fiduciary or otherwise) in respect of it other than those expressly set out in this agreement.

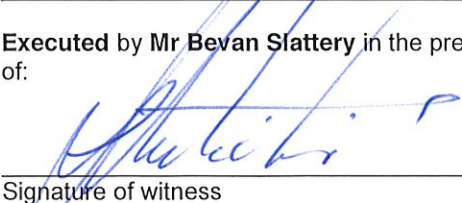
Yours sincerely,

<p>Signed for Royal Bank of Canada (trading as RBC Capital Markets) under power of attorney in the presence of:</p> <p><i>B. Shin</i></p>	<p><i>Justin Grimmond</i></p>
<p>Signature of witness</p> <p><i>BEOMSHIK SHIN</i></p>	<p>Signature of attorney By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney</p> <p><i>JUSTIN GRIMMOND</i></p>
<p>Name of witness (print)</p>	<p>Name of attorney (print) By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney</p>

Signed for Morgans Corporate Limited by its authorised representative in the presence of: 	
Signature of witness PHILIP LEE	Signature of authorised representative Brian Sheahan
Name of witness (print)	Name of authorised representative (print)

Accepted and agreed to as of the date of this agreement:


Executed by Mr Bevan Slattery in the presence
of:



Signature of witness



Full name of witness (please print)



Signature of Mr Bevan Slattery



Bevan Slattery

Schedule 1

Timetable

Key events	Time	Date
Vendor procures that Company obtains trading halt	By 8.30am	Wednesday, 13 March 2019
Bookbuild opens	10.00 am	Wednesday, 13 March 2019
Bookbuild closes	by 4.00 pm	Wednesday, 13 March 2019
Trade Date (T) (Special crossing/s by)		Thursday, 14 March 2019
Settlement Date (T + 3)		Tuesday, 19 March 2019